

## **EXHIBIT 2**

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS

VESTA CORPORATION, )  
Plaintiff, ) CIVIL ACTION NO. 4:15-CV-00719  
V. )  
VESTA MANAGEMENT SERVICES, LLC, )  
Defendant. )  
\_\_\_\_\_  
)

**SECOND SUPPLEMENTAL DECLARATION OF JOSHUA GREENBLATT**

1. I am over the age of 18, believe in the obligations of an oath, and have personal knowledge of the matters set forth below.
2. I am an Executive Vice President of Vesta Corporation, a Connecticut corporation with a principal place of business located at 175 Powder Forest Drive, Weatogue, Connecticut 06089.
3. I submit this declaration in further support of plaintiff Vesta Corporation's Motion for Summary Judgment and its opposition to Vesta Management Services, LLC's Motion for Summary Judgment.
4. I have worked at Vesta Corporation since 1998.
5. As Executive Vice President, my job responsibilities include growing Vesta Corporation's portfolio of affordable properties, identifying sources of capital, and corporate oversight.
6. In October 2014, Vesta Corporation engaged Apartment Finder to create design and print mini-brochures advertising one of Vesta Corporation's properties. A true and correct copy of the Advertiser Agreement between Vesta Corporation and Apartment Finder is attached hereto as **Exhibit A**.

7. The cost charged by Apartment Finder for 250 mini-brochures, which included a \$120 design fee and \$15 shipping fee, was \$275.00, or \$1.10 per brochure.

8. During the pendency of this litigation, I have reviewed Vesta Management's website as well as the websites of its individual properties.

9. None of the domains for Vesta Management's properties include the word "Vesta."

10. Many of the domain names for Vesta Management's properties are merely the name of the property itself. For example, the domain name for 3939 Rosemeade, one of Vesta Management's properties, is [www.3939rosemeade.com](http://www.3939rosemeade.com), and the domain name for Arbors of Austin, another of Vesta Management's properties, is [www.arborsofaustin.com](http://www.arborsofaustin.com). A true and correct copy of the homepage for [www.3939rosemeade.com](http://www.3939rosemeade.com) and [www.arborsofaustin.com](http://www.arborsofaustin.com) is attached hereto as Exhibit B and C, respectively.

11. The only words or terms found in the domains for any of Vesta Management's properties that are not the name of the property itself are "liveat," "apts," "aphomes," "apartment," "Austin," and "Raleigh."

12. Pursuant to 28 U.S.C. § 1746(2), I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 11, 2016



\_\_\_\_\_  
Joshua Greenblatt  
Executive Vice President  
Vesta Corporation

# **EXHIBIT A**



Search smarter. Live better.

## **Advertiser Agreement**

The undersigned agrees to place advertising with Apartment Finder magazine and/or ApartmentFinder.com publications of Network Communications, Inc. based on the terms, contract length, and effective start period listed below:

Network Communications, Inc.

**Apartment Finder**  
2 Sun Court - Suite 300  
Norcross, GA 30092

Additional Advertising \ Marketing Items						
Product	Notes	Start	End	Gross	Discount	Net
Custom / Management Page						
Front Cover						
Inside Front Cover						
Back Cover						
Inside Back Cover						
OnDemand Digital ( ODD )						
OnDemand Extrema ( ODX )						
OnDemand Email ( ODE )						
Promo (specify)	250 mini-brochures	12.1.2014	12.31.2014	\$ 325.00		\$ 325.00
Promo Pak (specify)						
Other (specify)						

**Advertiser and Billing Information**

Advertiser				Advertiser Advertising Information			
<b>Villa Serena Apartments</b> Advertiser Name				<b>Property Management Group</b>			
6800 Mayfield Road Address	Mayfield Heights City	OH State	44124 Zip	175 Powder Forest Drive Address	Weatogue City	CT State	06089 Zip
440-449-3977 Phone Number		Fax Number		Ashley McLaughlin Contact		860-325-1716 Phone Number	
<a href="mailto:villaserenap@vestacorp.com">villaserenap@vestacorp.com</a> Email				E-mail		Fax Number	
<b>Billing Address ( if different than Advertiser Info )</b>							
Address (Line 1)	Address (Line 2)						
City	State	Zip					
Phone Number	Fax						
<b>Additional Comments</b>							
250 mini-brochures@ \$140 + design fee of \$120 + shipping of \$15= total: \$275							

Terms and Conditions

1. On behalf of the Owner and Management Company identified above, the Advertiser agrees that at the end of the term specified above, this Advertising Agreement will continue to renew on an issue-to-issue basis, at the highest prevailing published rate.
  2. Advertiser warrants that it has the right to use all material submitted to NCI and publication of such material does not violate any applicable law, regulation or ordinance.
  3. Advertiser agrees to save, hold harmless & defend NCI of and from any and all claims, causes, or demands arising out of the advertising submitted to and published by NCI or for any other breach of this agreement or any representation or warranty contained herein.
  4. NCI, notwithstanding any language herein to the contrary, reserves the right to refuse any and all advertising for any reason.
  5. NCI reserves the right to collect its full, single issue, page rate from Advertiser in the event that Advertiser fails or refuses to advertise in all issues as agreed herein, \_\_\_\_\_ (initial). Payment terms are net 30 days from invoice date. Past due amounts shall bear interest at the rate of 1.5% per month (or highest prevailing legal rate) from invoice date.
  6. While NCI shall use due care and diligence in the publication of each issue, NCI shall not be responsible for errors, omissions, misprints, or mistakes.
  7. If Advertiser has selected Call Recording, Advertiser agrees to comply with all state and federal law or regulations regulating the recording of telephone calls or email communications, including but not limited to, written notice to employees along with employees acknowledgement of receipt of the notice. Advertising shall indemnify, hold harmless and defend NCI of and from any claims, penalties, fines or actions brought against NCI by any third party of violations of such laws or regulations, including any state or federal government agency. \_\_\_\_\_ (initial)
  8. Together with the Rate Card and the ApartmentFinder.com Multi-Family On-Line Order Form and its Terms and Conditions (if Internet advertising also ordered), this Agreement constitutes the entire agreement and cannot be amended except in writing signed by NCI and the Advertiser. If ordered as indicated above, Advertiser agrees, in using NCI's call recording services, to collect and maintain on file, at Advertiser's location, written consent form from each employee for whom call recording is conducted. Advertiser acknowledges and agrees that NCI, and NCI's third party call recording vendors, if any, are relying upon this representation.
  9. This Agreement shall be governed by the law of the State of Georgia. Venue for any action arising out of this Agreement shall be in Gwinnett County, Georgia. By signing below, Advertiser submits to the jurisdiction of the courts of Gwinnett County, Georgia. The

Each signature below certifies authority to act as contracting agent for this Agreement. In addition, if Internet advertising is ordered the undersigned confirms that he/she agrees that he/she has read, understands, and agrees to the ApartmentFinder.com Terms and

[www.koer.com/PT](http://www.koer.com/PT)

Signatures	
	JOSHUA GREENBLATT ARMED MILITARY VET
Customer Signature	Signer Name
	ANDREW BOTIERI
Not Representative Signature	
Sales Rep ID Number	Andrew Botieri Same as Name
Date Signed	10/27/14
Date Signed	
Comments	

## **EXHIBIT B**



3939 ROSEMEADE APARTMENTS

[Special Offers](#) | [469-573-1290](#) | [Apply Now](#) ▶

WELCOME HOME

## 3939 ROSEMEADE: YOUR NEW DALLAS ADDRESS!

Situated in North Dallas, Texas, just minutes from area shops, restaurants, and businesses, 3939 Rosemeade Apartments is a comfortable escape! We're close to George Bush Turnpike and Dallas Parkway for easy commutes downtown. Our community is private and wooded with a resort-style swimming pool and a fitness center. 3939 Rosemeade Apartments has six floor plans to choose from. All apartments have a patio or balcony, large closets, and well-appointed kitchens. Call 3939 Rosemeade today and start enjoying your new Dallas address!

[FLOOR PLANS](#)[FEATURES & AMENITIES](#)[GALLERY](#)[LOCATION](#)

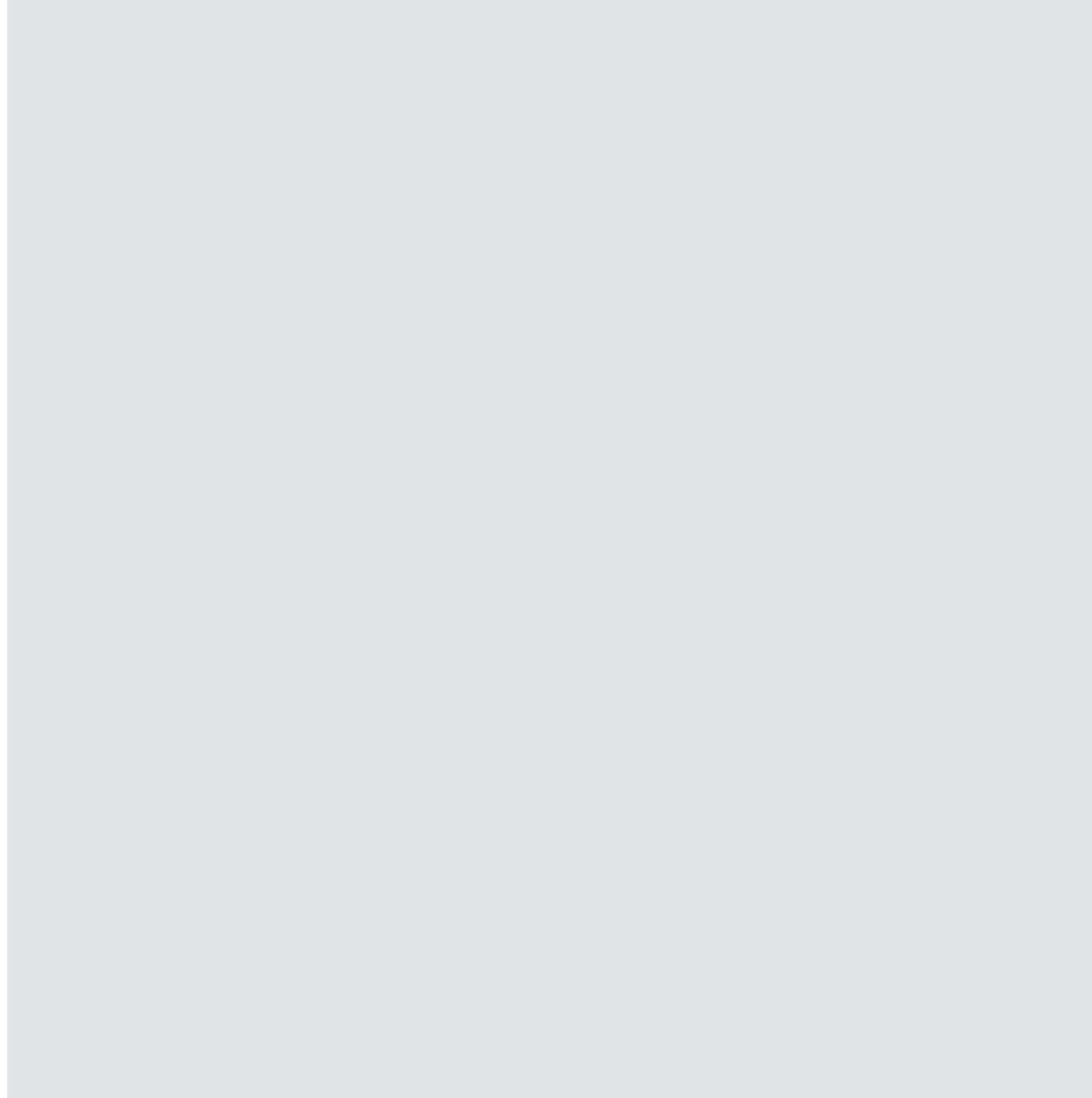
## CONTACT

## RESIDENT SERVICES

[Lease Online](#) | [Privacy Policy](#) | 

© 2016 3939 Rosemeade Apartments in Dallas,  
TX |  
3939 Rosemeade Apartments •  
3939 Rosemeade Pkwy, Dallas, TX 75287 •  
469-573-1290

Professionally Managed By:



## **EXHIBIT C**



THE ARBORS OF AUSTIN

Special Offers | 512-774-6801 | [Apply Now](#)

WELCOME HOME

## PEACEFUL. BEAUTIFUL. THIS IS ARBORS OF AUSTIN.

As you enter Arbors of Austin, the first thing you'll notice is the lush landscaping. Our beautiful, park-like setting will inspire you to check out the amazing amenities offered at Arbors of Austin. A dazzling swimming pool and poolside outdoor kitchen with gas grill will have you dreaming of summer pool parties, while our state-of-the art fitness center will have you anticipating energetic workouts.

The amenities continue into Arbors of Austin apartments, which shine with hardwood floors, gourmet kitchens with breakfast bars, plush carpeting in the bedrooms, and amazing views from oversized picture windows. Arbors of Austin pet-friendly floor plans were designed to fit your lifestyle, while thoughtful touches provide unmatched convenience – such as our complimentary covered parking and plenty of storage space in roomy walk-in closets.

Schedule a tour of Arbors of Austin now and start enjoying the beauty and convenience of our perfectly-located apartments in Austin, Texas.

[FLOOR PLANS](#)[GALLERY](#)[FEATURES & AMENITIES](#)

## LOCATION

## CONTACT

## RESIDENT SERVICES



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The Arbors of Austin •  
1070 Mearns Meadow Blvd., Austin, Texas  
78758 • 512-774-6801

Professionally Managed By:

